Marine Terminal Operator Schedule

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This Marine Terminal Operator Schedule (this "Schedule") is issued by Atlantic Processors, LLC, d/b/a AVP Marine Terminal, a Delaware limited liability company ("AVP") under the authority of the Federal Maritime Commission (46 CFR Part 525) and supersedes all previously issued schedules.

This Schedule shall be applicable to the AVP operation and services within the Port of Brunswick, Georgia Ports Authority ("GPA"). Effective on the above date, this Schedule replaces all prior published schedules including the schedule originally published July 1, 2019.

Published by
Atlantic Processors, LLC
d/b/a AVP Marine Terminal
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Brunswick, Ga 31523

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Section One: General Information and Definition

100: SCOPE OF SCHEDULE

This Schedule, and all of its terms and conditions, shall be binding upon all users of the Terminal and upon all persons or entities who engage or receive the Services described in this Schedule regardless of whether such user, person, or entity had actual notice of this Schedule or its terms and conditions prior to its use of such Terminal, or its engagement or receipt of such Services.

This Schedule and AVP's responsibilities herein shall only apply during the period AVP has responsibility for the care, custody and control of the Cargo as defined herein. AVP is not responsible for and will not take care, custody or control of any Cargo or other items brought to or left on the Terminal that have not been processed and received by AVP in the manner provided for in this Schedule.

101: WRITTEN AGREEMENTS

AVP may also enter into written agreements with users of the Terminal and/or Services on terms and conditions agreed to between the parties. In the event of any conflict between the terms or conditions of this Schedule and the terms or conditions of the written agreement, unless otherwise specifically provided for in the written agreement, the terms of the written agreement shall govern. Otherwise, any terms of this Schedule not inconsistent with such written agreement shall be deemed incorporated by reference into that written agreement.

102: Intentionally left blank

103: PRIOR SCHEDULES

This Schedule will replace and cancel any and all prior published or unpublished tariffs, schedules or rate sheets previously issued by AVP effective, when this Schedule becomes effective.

104: DEFINITIONS

The terms and definitions used in this Schedule are as provided by the requirements of 46 CFR Part 525.

104.1: "Abandoned Cargo" shall mean Cargo that remains on the Terminal for more than ninety (90) days following the discharge from a Vessel or following the tender to AVP, in the absence of a written storage agreement.

104.2: "Application of Rates" shall mean the rates, charges, rules, and regulations named or incorporated into this Schedule for Services and/or the use of the Terminal at the time or during the period the Service or use occurs.

104.3: "Cargo" shall mean all goods, property, or items, indicated by a party requesting the use of the Terminal or Services under this Schedule and includes but is not limited to the following commodities: Ro-Ro Cargo, break bulk cargo of all types, forest products, and recreational boats.

104.4 "Customary Freight Unit" shall mean the unit of Cargo on which ocean freight was or is to be calculated for any objects not shipped in a Package as defined in this Schedule.

104.5 "Delivery Order" shall mean the document provided for in Section 405 required to be presented as part of the process of picking up inbound/import Cargo from the Terminal.

104.6 "Dock Receipt" shall mean the document provided for in Section 404 required to be presented for outbound/export Cargo at the time AVP accepts the Cargo at the Terminal.

104.7 "Force Majeure" shall have the meaning as defined in Section 205 of this Schedule.

104.8 "Free Time" shall mean the period of time, specified in the schedule, immediately prior to the loading or subsequent to the discharge of such Cargo, when such Cargo may occupy space assigned to it on the Terminal, before the Cargo becomes subject to Wharf Demurrage or Terminal Storage charges.

104.9 "Handling" shall mean the Service of physically moving Cargo between places on the Terminal, excluding the Cargo movements required for stevedoring.

104.10 "Legal Holidays" shall mean the following: New Year's Day (closed), Good Friday(closed), Memorial Day (closed), Juneteenth(closed), Fourth of July (closed), Labor Day (closed), Thanksgiving Day (closed), day after Thanksgiving Day(closed), Christmas Eve(closed), Christmas Day (closed), New Years eve (closed). Any other National or State holidays created by Executive Authority or declared by the schedule.

104.11 "BLANK"

104.12 "Other Services" shall mean any work or use, not otherwise specifically provided for in this Schedule, provided by AVP at the request of a party associated with Cargo on the Terminal; including, but not limited to, Sorting and Allocating, relabeling of Cargo, other documentation changes, survey, truck loading, and heavy lifts.

104.13 "Port of Brunswick" shall mean Georgia Ports Authority Colonels Island Terminal ,at Brunswick, Georgia.

104.14 "Package" shall mean any container, van, trailer, pallet, or other types of cargo unitization whatsoever.

104.15 “AVP” means Atlantic Processors, LLC, d/b/a AVP Marine, a Delaware limited liability company. AVP is not a common carrier or public utility and is the sole interpreter of this Schedule. At no time is any Terminal or Service user under this Schedule to be deemed a borrowed servant of AVP.

104.16 “Point of Rest”: shall mean an area on the Terminal where Cargo ordinarily would be deposited when received, subject to noninterference with terminal operations; the actual point at which the Cargo is placed.

104.17 “Ro-Ro Cargo” shall mean any and all types of wheeled or tracked units of Cargo able to be moved on the Terminal and loaded or discharged from Vessels by rolling either self-propelled or towable that do not require any form of lifting including, but not limited to, new assembled motor vehicles, motor or electric vehicles (new or used, all types or description), heavy equipment, agricultural equipment, other tracked or wheeled units.

104.18 “Services” shall mean those tasks or duties performed or provided by AVP as provided in this Schedule, while the Cargo is in AVP’s care, custody and control.

104.19 “Terminal Handling Charge” shall mean the charge, payable by the Vessel, its owners or operators, (unless other arrangements have been made with AVP, prior to the Terminal Handling Charge being incurred) for the Cargo that is loaded or discharged from that Vessel relating to the Services provided for the receipt, checking, care, custody and control of the Cargo in the transfer of the Cargo through the Terminal, including the use of the Terminal areas required in the receipt and delivery of the Cargo to and from the Vessel; however, specifically excluding: (i) Cargo Handling, stevedoring, Sorting and Allocating, loading or unloading operations costs or any Other Service or labor charges except those necessary to perform these tasks; (ii) Services or Terminal areas for which there are separate individual charges in this schedule, including but not limited to, wharfage, dockage, Wharf Demurrage or Wharf Storage or similar items.

104.20 “Sorting and Allocating” shall mean any customer specific requests for any type of grouping, identification or segregation or other handling or manipulation of its Cargo not normally performed by AVP in providing its Services.

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104.21 Symbols Used in the Schedule:

SYMBOL	EXPLANATION
(A)	Increase
(C)	Change in wording which results in neither Increase nor Reduction
(E)	Expiration
(I)	New or Initial Matter
(R)	Reduction
(S)	Special Case Matter
(W)	Same Day Withdrawal of Erroneous Data
X	Times (Measurement to Weight Ratio Factor)
%	Percent
'	Foot (Feet)
"	Inch (es)
&	And
$	Dollar(s)
/	or (Per)

104.22 “Terminal” shall mean those areas of land, buildings or structures used by AVP in the performance of the Services.

104.23 “Truck Unloading/Loading" shall mean the Service of unloading or loading Cargo from a delivering truck to/from a Point of Rest on the Terminal with equipment provided by AVP.

104.24 "Usage" shall mean the use of the Terminal by a trucker, shipper or consignee, its agents, servants, and/or employees, when it performs its own car, lighter or truck loading or unloading, or the use of the Terminal for any other gainful purpose for which a charge is not otherwise specified.

104.25 “Vessel” shall mean any floating craft of any or every description.

104.26 "Demurrage" shall mean a charge assessed against Cargo remaining in or on the Terminal after the expiration of Free Time unless prior arrangements have been made with AVP.

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Section Two: Insurance and Liability

200: LIMIT OF LIABILITY

AVP assumes no liability for loss or damage to Cargo handled or transshipped through the Terminal or for which AVP rendered Services or for any equipment brought on the Terminal, except as specifically provided for in this Schedule. AVP shall not be liable for any loss, claim, expense, or damage caused by, contributed to, or arising out of the acts or omissions of the party using the Terminal or Services or its employees it agents or its other service providers. Nothing in this Schedule shall exculpate or relieve AVP from liability for its own negligence or to impose upon others the obligation to indemnify or hold-harmless AVP from liability for AVP's own negligence. AVP shall be liable only for loss or damage to Cargo resulting from its own failure to exercise due and proper care in performing the Services or offering the Terminal provided for herein. Nothing in this Schedule is intended or should be applied to limit AVP's liability for its own negligence to a greater degree than is permitted under the terms of 46CFR 525.2 (a) (i).

201: PER PACKAGE OR CUSTOMARY FREIGHT UNIT LIMITATION

In no case shall AVP be liable for loss or damage to Cargo in a sum in excess of $500 per Package of Cargo, or $500 per Customary Freight Unit for non Package Cargo, from any cause what so ever, unless the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services, prior to the commencement of such use of the Terminal or Services makes a written declaration to AVP of a higher value for the Cargo, as provided in Section 603 of this Schedule.

202: EXCLUSIONS OF LIABILITY

The responsibility for loss or damage to Cargo shall not include loss caused by a Force Majeure event as provided at Section 205 such as fire, heating, frost, freezing, leakage, evaporation, natural shrinkage, wasting or decay, animals, insects, leakage or discharge from fire protection or the elements. AVP shall have no liability for loss or damage to Cargo to the extent that the same is caused by the inherent vice of the Cargo or the insufficiency of packaging of or marks on the Cargo, for purposes of the foregoing, specifically: pleasure boat Cargo taken out of the water by AVP at the request of the Cargo interests and non-operating Ro-Ro Cargo, as provided below, shall be deemed to be included in these exclusions.

Unless prior to arrival at the Terminal, AVP is told that a piece of Ro-Ro Cargo is non-drivable or not operating and arrangements for towing or other means of handling the Ro-Ro Cargo are made, any Party tendering Ro-Ro Cargo to AVP warrants that the Ro-Ro Cargo is drivable and safe to operate, and such parties shall be responsible and liable to AVP and shall indemnify and hold harmless AVP for any and all losses, costs or damages (including personal injuries or deaths) incurred as a result of the tender of

an undrivable or unsafe piece of Ro-Ro Cargo to AVP, except to the extent such loss, cost or damage is caused by negligence of AVP. The Party tendering the non-operable or unsafe Ro-Ro Cargo shall be liable for all extra costs and charges incurred for Handle.

203: NO CONSEQUENTIAL OR INDIRECT DAMAGES

AVP shall not be liable for any consequential damages, incidental damages or special damages or other similar indirect damages, including without limitation loss of revenue, profits or opportunities whether arising out of or as a result of breach of contract, warranty lost (including negligence), strict liability or otherwise.

204: LEFT INTENTIONALLY BLANK

205: FORCE MAJEURE

AVP will not be deemed responsible for its failure or delay in performance of any of its obligations under this Schedule or be liable for any delay, loss or damage of any kind, including but not limited to, delay, loss or damage to Cargo, arising from any one or a combination of the following events (collectively “Force Majeure”): strikes, boycotts, picketing, work stoppages, lockouts or similar labor difficulties or disruptions of any persons in its employ or in the service of others (including but not limited to, the Harbor District, other users of the port, ocean carriers calling at the Port) nor for any causes arising there from; nor any causes unavoidable or beyond its control, including but not limited to Acts of God (including but not limited to, earthquakes, tsunamis, floods, rains, hail or other weather created conditions) acts or states of war, riot, civil unrest or terrorism, or regulations or orders by any court or governmental authority (federal, state, county or local, including but not limited to the Harbor District); fire, explosion, local or national disruptions to transportation networks or operations, pandemics, airborne contamination, fallout or pollution of any kind or any other similar cause which is not foreseeable and is beyond the control of AVP.

206: DAMAGE CAUSED BY USER

AVP accepts no responsibility for damages to the Terminal, Cargo, or other property or accidents occurring when its equipment and/or its operators or employees are furnished to perform work for others, except if caused by AVP's own negligence. All parties to whom transit sheds, mechanical equipment or other Terminal areas have been assigned by AVP shall be responsible and liable to AVP for any damage occurring to such property or to Cargo during their assignment, occupation and/or use without regard to whom shall cause the damage, except for that damage caused by AVP's own negligence. All such users or parties referred to above further agree to indemnify and hold harmless AVP for any and all personal injuries and/or property damage (including Cargo) caused by the negligence of the user or party or their agents, employees, invitees and/or servants.

207: OIL SPILLS AND OTHER POLLUTION INCIDENTS

All users of the Terminal and/or Services shall be responsible and liable to AVP and shall indemnify and hold harmless AVP for any and all losses, costs or damages incurred as a result of oil spills from Cargo, vehicles or equipment brought or used on the Terminal by that user of the Terminal or Service or other pollution incidents caused by them or their Cargo, including but not limited to clean up costs, costs of preventing subsequent discharges, and government imposed or GPA imposed charges, fees, fines and penalties, except to the extent that such losses, costs or damages are caused by the negligence of GPA. In the event of a pollution incident described hereunder, AVP, in its sole discretion or as required by the GPA, may either permit the user responsible to undertake clean-up efforts, or AVP may undertake such clean-up efforts itself or AVP may engage the services of a third party vendor to perform such clean-up. In the event that AVP chooses to perform pollution clean-up services itself, charges for such clean-up costs will be imposed upon the responsible user(s) at the current labor and drayage rates in this Schedule, and clean-up materials will be charged at cost plus a 15% administrative fee. In the event that AVP engages the services of a third party vendor to perform pollution clean-up services, charges for such clean-up costs will be imposed upon the responsible user(s) at the cost of the third party vendor plus a 15% administrative fee.

208: NO INSURANCE PROVIDED

The charges provided under this Schedule do not include insurance of any character. All parties using the Terminal or Services, by such use, warrant to AVP that said parties carry sufficient amounts of general liability, public liability, vehicle liability and worker's compensation insurance to cover their activities at the Terminal, including their employees, third party vendors, and transportation providers.

209: RIGHT TO SUE

AVP shall be discharged from any and all liability for any loss or damage to the Cargo or any claim of whatsoever kind, nature, or description with respect to or in connection with the Cargo or any parties use of the Services, Terminal or equipment provided for in this Schedule unless suit is brought against AVP within one year after delivery of the Cargo or the date when the Cargo should have been delivered. Suit shall not be considered "brought" for the purposes of this Section unless process shall have been actually served and/or jurisdiction obtained over AVP within the specified one year period.

Section Three: Payments and Credit

300: MANIFESTS OF CARGO

The Master of any Vessel docked at a Terminal shall, upon demand, before departure of said Vessel, exhibit the enrollment or license of such Vessel showing tonnage and furnish a copy of the manifest of Cargo discharged. Manifests or summaries of all outbound cargo received at a Terminal for loading shall be furnished to AVP by the Vessel's owners or agents prior to sailing. The right is reserved to audit all manifests and use such audits as a basis for charges.

301: PAYMENT OF CHARGES:

301.1: Charges of AVP shall become due and payable at the time services are provided or upon presentation of invoice, except as hereinafter specified.

301.2 All business entities doing business under this Schedule may apply for credit. Credit, which is extended at the discretion of AVP, requires payment within approved credit terms.

301.3 Failure to pay credit accounts within approved credit terms shall result in cancellation of credit privileges and the reestablishment of cash terms.

301.4 In addition to any other rights recognized by law, the right is reserved by AVP to withhold delivery of any Cargo, on which charges published in this Schedule are due and payable, until such time as these charges are paid in full.

301.5 AVP reserves the right to deny to anyone the use of the Terminal or Services under this Schedule until all past due accounts are paid.

301.6 Any invoices that are not paid within approved credit terms shall accrue interest at the rate of 1.5% per month from the date of invoice. All returned checks shall be subject to a $50.00 per check surcharge.

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Section Four: Services

400: SCOPE OF SERVICES

AVP shall provide at the request of the Vessel operator, Cargo interest or other party requesting Services, the Services provided for in this Schedule.

401: DELIVERY INSTRUCTIONS

In the absence of any delivery instructions before discharge of a Vessel is started, the Cargo will be handled to open area storage at the discretion of AVP and any expenses incidental to Handling the Cargo from that Point of Rest to another Point of Rest will be for the account of the receiver.

402: INSPECTION OF CARGO

AVP may enter upon and inspect any Vessel in berth at its Terminal to ascertain the kind and quantity of Cargo thereon and no person or persons shall hinder, molest, or refuse entrance upon such Vessel for the purpose specified.

403: DANGEROUS AND HAZARDOUS CARGO

Parties, anticipating to use the Terminals or Services under this Schedule for dangerous Cargo must present permits from proper authorities and receive permission from AVP, and/or the GPA and related government authority (if any), before such or Cargo shall be received on or transferred at the Terminal.

The following data is required for the delivering of hazardous cargoes to the Terminal. All of the following must be complied with, or the Cargo will not be received by AVP:

403.1: Complete shipper's name and address and, where possible, telephone numbers for emergencies.

403.2: Carrier listed either separately or in the billing letterhead.

403.3: Complete consignee's name and address, including the overseas port of destination on exports.

403.4: Proper DOT shipping name, which is the technical name of the chemical involved. It must be as listed in the Code of Federal Regulations Title 49-Part 172.101. NOTE: Use an application as described in 172.200 through 172.203.

403.5: Hazardous class of the material being shipped.

403.6: Kind and number of containers and individual weights or total weight.

403.7: Labels required.

403.8: Shipper's certification. A shipper's certification must appear on every bill-of-lading or shipping document provided. The correct wording of this certification is as follows:

> THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY DESCRIBED, CLASSIFIED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.
>
> This is to be accompanied by a legible signature of the person certifying.

403.9: Properly documented special instructions, exceptions or exemption information, if required.

404: DOCK RECEIPTS

No Cargo shall be received by AVP for export unless accompanied by a fully and accurately prepared Dock Receipt, either in hard copy paper form or in an approved electronic form, containing the following information. AVP may rely on all such information when dealing with the CARGO.

- Booking Number
- VIN or cargo ID number
- Commodity Description
- Exporter/Shipper
- Freight Forwarder and Reference Number
- ITN, evidencing lodging of export details with US customs ACE
- Hazardous Certificate, When Required (including MSDS)
- Line/Vessel/Voyage Number
- Measurement/Dimensions
- Miscellaneous Services Required
- Number of Pieces
- Port of Discharge
- Storage, Inside or Outside
- Supplier (if different than exporter, shipper)
- Weight of Commodity (gross)

**For all credit customers see below additional requirements

- Bill To Party with billing address and Reference Number
- Terminal charges guarantee statement

405: DELIVERY ORDERS

Anyone coming to the Terminal to pick-up import/inbound Cargo shall be in possession of the proper Delivery Order documents. No Cargo shall be delivered by AVP unless pursuant to a proper Delivery Order either in hard copy paper form or in an electronic form approved by AVP. In cases where import Cargo requires U.S. Customs or USDA inspection prior to release, Cargo release will be withheld until the Customs/USDA requirements are met. Proper Delivery Orders should contain the following information:

- Cargo Destination
- VIN or cargo ID number
- Commodity Description
- Customs Broker
- Hazardous Certificate, When Required (including MSDS)
- Line/Vessel/Voyage Number
- Ocean Bill of Lading Number
- Port of Loading

**For all credit customers see below additional requirements

- Bill To Party with billing address and Reference Number
- Terminal charges guarantee statement

406: FREE TIME

Cargo shall have the Free Time on the Terminal as provided for in this schedule, unless prior agreements have been made before cargo arrival at terminal. See also section 609.

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Section Five: Miscellaneous

500: AVP IS NOT AN INTERMODAL EQUIPMENT PROVIDER

Users of the Terminals and/or Services acknowledge that parties other than the AVP who own, lease, or operate chassis have the sole responsibility for the maintenance and inspection of those chassis and agree that AVP has no duty to fulfill any obligations of an intermodal equipment provider (IEP) under the Federal Motor Carrier Safety Administration rules and regulations (including, but not limited to, 49 CFR Parts 385, 386, 390, et al.) ("FMCSA intermodal chassis regulations"). Users of Terminals and/or Services agree to indemnify and hold harmless AVP, and their agents and employees, from and against all suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description to which AVP and their agents or employees may be subjected relating to any chassis arising from an alleged failure to comply with the FMCSA intermodal chassis regulations.

501: REMOVAL OF REFUSE MATERIALS

Rubbish, refuse or other materials must be removed from the Terminal and transit shed, apron, or other areas within the confines of a Terminal by the person or persons placing it there, upon demand; otherwise, it will be removed at the expense of the party responsible. No rubbish or materials of any kind shall be dumped overboard into the waters by the Terminal.

502: REMOVAL OF OBJECTIONABLE CARGO

AVP reserves the right to move Cargo or other material which in its judgment is likely to damage other Cargo or property to another location, at the risk and expense of the owner.

503: REMOVAL OF ABANDONED CARGO

AVP, in its sole discretion, shall have the option of selling or otherwise disposing of Abandoned Cargo on the Terminal as permitted by Federal or State law.

504: PARTY'S REQUESTS AND COMPLAINTS

Party's requests and complaints shall be promptly and fairly considered by AVP provided that they are submitted in writing to AVP at the address listed below:

Atlantic Processors, LLC, d/b/a AVP Marine Terminal
200 Joe Frank Harris Blvd
Brunswick, Ga. 31523
Attention: Terminal Operations Manager

505: SMOKING ON PREMISES

No person shall smoke or light any matches or use or carry any open flame or lighted lantern in transit sheds, warehouses, or open areas adjacent thereto or in the open storage yards or roadways.

506: TERMINAL NOT A PUBLIC THOROUGHFARE

The Terminal is not a public thoroughfare and all persons and vehicles entering thereon do so at their own risk. Such persons and vehicles by entering the Terminal agree to obey and be bound by all rules, regulations, signs, policies, and traffic control devices applicable thereto, including maximum posted speed limits within the Terminal, and to park only in designated parking locations on the property all as more specifically provided by the GPA. All persons or vehicles entering upon the Terminal must comply with all GPA regulations for access and shall carry such forms of identification as may be required by the GPA or other public or governmental authorities and shall display such identification upon request.

507: SCHEDULE

Vessel Schedules are available from your ocean carrier.

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Section Six: Rates and Charges

600: ABREVIATIONS

All abbreviations, not otherwise defined by this Schedule, used in this Section Six are used as those terms are defined in common facility documents applying to the workers performing such Services or Other Services. “Ton” shall mean 1,000 kilograms (“KGS”, 2,204 pounds) unless otherwise specified. When the term "measurement ton" is used in this Schedule, it shall be held to mean one cubic meter (“CBM”, 35.314 cubic feet)

601: WASHING

Washing		New OEM cargo only
Breakbulk in place	(A) $74.00	Per unit
Bolster in place	(A) $215.00	Per unit
Mafi in place	(A) $215.00	Per unit
RORO in place	(A) $180.00	Per unit
Tracked in place	(A) $215.00	Per unit

602: DECLARATION OF CARGO VALUE (AD VALORUM)

If the shipper, consignee, trucker, railroad, inland carrier, their representative(s), or other users of the Terminal or Services desires AVP to assume a higher liability value for the Cargo than provided for in Section TWO of this Schedule, that party, prior to the commencement of the use of the Terminal or the Service, whichever occurs first, must declare a higher value for such Cargo in writing AND pays to AVP, in addition to the other charges for such Services as herein set forth, a premium computed at one percent (1%) of the declared value of each Package or Customary Freight Unit. In the event of a higher value being declared in writing AND the payment of the one percent (1%) premium, the liability of AVP, if any, for damage resulting from its own failure to exercise due and proper care in performing the Services and affording the Terminal provided for shall be determined on the basis of such declared value, or a pro rata portion of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the Cargo.

603: NIGHT OR WEEKEND TERMINAL GATE RECEIVING AND DELIVERY CHARGE

Billed at labor cost as required by job at the rates appearing in Section 607. Requires preapproval from terminal

604: Crane

Quotes upon request if lifting requirements are beyond the capabilities of terminal lifting equipment or if otherwise out of the scope of the schedule,

Lifting fees are in addition to terminal handling fees. If lifting work is deemed necessary to safely move the cargo by terminal personnel, then the applicable lifting charges would be in addition to any other terminal charges. Crane rates apply any time lifting gear is needed to move cargo regardless of what piece of equipment is being used.

Crane:	Current Rate	Terms
Up to 65,000 lbs	(A) $800.00	Per lift
65k-85k single crane	(A) $1,250.00	Per lift
85k-105k single crane	(A) $1,900.00	Per lift
105k-125k single crane	(A) $2,150.00	Per lift
125k - 150k single crane	(A) $2,500.00	Per lift
150,000+	email for quote	
If a second crane is needed	(A) $650.00	Per lift
-(C)If a single lift takes longer than one hour an additional crane charge will be billed at the rate of a second crane. -If a second crane is needed the rate will be added to the single crane rate -Missed crane appoints will be billed at (A) $800.00		

605: TRUCK LOADING/UNLOADING CHARGE

While standard static cargo handling is included in the THC, anything out of the ordinary to be quoted upon request.

Breakbulk	New Rate	Terms	
Under 30,000 lbs	(A) $27.00	Per ton per piece	(A)$100.00 minimum per piece
30,001 to 40,000 lbs	(A) $460.00	Per Piece	
40,001 to 50,000 lbs	(A) $590.00	Per Piece	
50,001 to 60,000 lbs	(A) $830.00	Per Piece	
60,001 to 70,000 lbs	(A) $950.00	Per Piece	
70,001 to 80,000 lbs	(A) $1,250.00	Per Piece	
80,001 to 90,000 lbs	(A) $1,400.00	Per Piece	
90,001 to 100,000 lbs	(A) $1,500.00	Per Piece	
100,001 to 110,000 lbs	(A) $1,850.00	Per Piece	
110,001 to 120,000 lbs	(A) $2,000.00	Per Piece	
120,001 to 130,000 lbs	(A) $2,700.00	Per Piece	
130,001 to 140,000 lbs	(A) $2,900.00	Per Piece	
140,001 to 150,000 lbs	(A) $3,100.00	Per Piece	
150,001 to 200,000 lbs	(A) $4,200.00	Per Piece	

Breakbulk	New Rate	Terms
200,001 to 250,000 lbs	(A) $5,400.00	Per Piece
250,001 to 300,000 lbs	(A) $7,200.00	Per Piece
300,001 to 400,000 lbs	(A) $9,200.00	Per Piece
400,000 lbs +	(A) $11,500.00	Per Piece
Forklift Charges (if additional forklifts are required)	(A) $100.00	Per additional forklift
Axle Flip	(A) $100.00	Per axle

Autos (less than 25.5 CBM)	(A)$100.00	Per Unit
Autos (greater than 25.5 CBM)	See Self propelled	
Self-Propelled Wheeled or Tracked	(A)$125.00	Less than 20,000 lbs
Self-Propelled Wheeled or Tracked	(A)$300.00	Greater than 20,000 lbs

606: OTHER SERVICE

606.1 Measurement of Cargo – Billed at labor cost as required by job at the rates appearing in 607.

606.2 Sorting and Allocating – Billed at labor cost as required by job at the rates appearing in Section 607.

606.3 All other Services or Other Services not specifically provided for in this Schedule shall be performed and billed at the labor cost as required by the job at the rates appearing in Section 607.

606.4 Truck Loading and Unloading (Full Service) - Truck loading or unloading shall mean the service of moving cargo from a place of rest on the pier, elevating the cargo onto the truck and stowing the cargo in the truck or removing the cargo from the body of the truck to a place of rest designated by the Terminal, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the truck or the consignee. The service shall include loading on consignee's pallets. The loading and stowing of cargo in the truck or the unloading of cargo from the truck shall be under the supervision of the driver of the truck. Prior arrangements must be made with the Terminal Operator.

The proper placement of the cargo on and securing of the cargo to the truck shall be the sole responsibility of the driver of the truck. The consignee, by its use of this service, warrants: (1) that the cargo will be properly secured to the truck by the driver using his own gear before the truck leaves the Terminal Operator's facility; (2) that the height and width of the cargo does not exceed the legal

maximum permitted under state and federal law or that the driver has obtained a proper permit from the state authorities to exceed the maximum legal height and/or width; and (3) that the weight of the cargo and truck does not exceed the maximum weight prescribed by law or that the driver has obtained a proper state permit allowing a deviation from the maximum legal weight.

606.5 Full-service rate will be two times the prevailing schedule rate for THC.

606.6 Internal shifting of cargo within terminal property at customers request would be charged at ½ of the prevailing THC rate

606.7 Cradles

Boat Cradles		
Mal10	(A) $960.00	Per cradle
Mal12	(A) $1,260.00	Per cradle
AVP10	(A) $900.00	Per cradle
AVP12	(A) $1,320.00	Per cradle

Cradle Disposal Fee	(A) $900.00	Per cradle

606.8 Helicopters

Helicopters	(A) $2,900.00	Per unit

606.9 Dunnage

Dunnage	(A) $50.00	per piece 4x4x8
	(A) $60.00 (I) $500.00	per piece 4x6x8 per piece 10X12X10

606.10 Fumigation

Fumigation is billed at $15.00 per cubic meter.

606.11 Additional Invoices

Any request for additional truck service and demurrage invoices, a charge of $14.83 per invoice.

Any request by one company to re-invoice another company, a re-billing charge of $29.67 per invoice.

In the event that the Terminal Operator is required to manually enter billing data or support into a third-party system, the charge will be $14.83 per invoice.

606.12 Household Goods

(C) Import Household Goods	(A) $45.00	per unit
(C) Export Household Goods	(A) $75.00	per unit

(I) 606.13 Re-Stickering (Labeling)

If a new label is required to be placed on cargo, there will be a fee of $25.00 per piece per instance.

(I) 606.14 Manual Data Entry

For manual data entry of vessel import manifests or vessel export load lists to the terminal operating system, the steam ship line will be billed a fee of $500.00 per vessel.

607: BILLABLE LABOR COST FOR OTHER SERVICES AND NOT OTHERWISE SPECIFIED

Man power		
Straight Time (M-F 8-4)	(A) $105.00	per man hour (1 hour minimum)
Over Time (outside straight time hours)	(A) $150.00	per man hour (1 hour minimum)

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608: DEMURRAGE AND STORAGE

Free time shall be 15 calendar days for outside storage and 7 calendar days for indoor storage. At the expiration of Free Time, for any Cargo remaining on the Terminal, Demurrage charges shall be charged at the rates and terms provided in this schedule. Unless otherwise provided in this Schedule, there will be no extensions of free time or waivers of demurrage charges by the Terminal Operator. Terminal Operator is not responsible for notifying customer of cargo in storage

Storage charges shall be assessed at the rates shown below.

Storage				Terms
Day 1-30		Free days	Rate	QTY
Auto	Outdoor	15	(A)$13.00	Per day per unit
Heavy/BB	Outdoor	15	(A)$22.00	Per day per unit
Auto	Indoor	7	(A)$2.25	Per day per square M
Heavy/BB	Indoor	7	(A)$2.25	Per day per square M
Day 31-60		Free days	Rate	QTY
Auto	Outdoor	-	(A)$17.00	Per day per unit
Heavy/BB	Outdoor	-	(A)$28.00	Per day per unit
Auto	Indoor	-	(A)$2.50	Per day per square M
Heavy/BB	Indoor	-	(A)$2.50	Per day per square M
Day 61-90		Free days	Rate	QTY
Auto	Outdoor	-	(A)$35.00	Per day per unit
Heavy/BB	Outdoor	-	(A)$55.00	Per day per unit
Auto	Indoor	-	(A)$5.00	Per day per square M
Heavy/BB	Indoor	-	(A)$5.00	Per day per square M
Day 91+		Free days	Rate	QTY
Auto	Outdoor	-	(A)$65.00	Per day per unit
Heavy/BB	Outdoor	-	(A)$110.00	Per day per unit
Auto	Indoor	-	(A)$10.00	Per day per square M
Heavy/BB	Indoor	-	(A)$10.00	Per day per square M
Ship Equipment				
Bolsters	Outdoor	30	(A)$3.00	Per day per unit over 30 units
Mafi	Outdoor	30	(A)$3.00	Per day per unit over 30 units

On imported breakbulk and roro cargo, the storage calculation and terminal free time is based upon the first 7:00 AM after the departure date of the vessel, and the actual date such cargo departs the terminal. On exported breakbulk and roro cargo, the storage calculation and terminal free time is based upon the first 7:00 AM after cargo receipt and the departure date of the vessel.

Cargo, which is on first period Demurrage at the commencement of any strike, will continue on first period Demurrage for the duration of the strike. At the conclusion of the strike, the remaining days of the first period Demurrage will be allowed.

Cargo in second period Demurrage at the commencement of the strike will be assessed charges at the first period Demurrage rates for the duration of the strike. At the conclusion of the strike, cargoes in this category will revert immediately to the period of Demurrage applicable at the commencement of the strike period.

609: Boats

Measurements include motors, trailers, cradles, etc. when applicable

Trailer boats:		
Up to 40 feet (Drop & Go)	(A)$110.00	Per unit
Over 40 feet (Drop & Go)	(A)$215.00	Per unit
Cradle boats		
Less than 30'	(A) $360.00	Per unit
Greater than or equal to 30’	(A) $14.00	Per cubic meter
Water delivery	Call for rate	Per unit

610: Mafi Stuffing

(A) Mafi stuffing and destuffing will be billed at $500 per action per mafi.

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Appendix A

WWS CARGO CLAIM GUIDELINE

Prior to the submission of a claim:

The consignee shall inspect cargo prior to unloading. Inspecting the cargo before unloading it protects everyone and eliminates questions as to when damage may have occurred.

If damage is found, a notation shall be made on the Delivery Receipt or Bill of Lading. Noting damage on the Delivery Receipt or Bill of Lading prior to unloading the machine off the trailer eliminates questions as to when damage may have occurred.

A) FORMAL CLAIMS

A formal claim must be submitted to WW Solution with the following documents:

- General statement of the damage together with the amount being claimed.
- Bill of lading or Delivery receipt, noting damage on the delivery.
- VIN #, ID and description of the cargo damaged.
- Photographic Evidence.
- Damage reports or Survey reports with original photographs or any other documents to show the extent of the damage (written in English if possible or free translations to English will be accepted).
- Itemized repair invoice or itemized estimate of repair costs within nine (9) months of the damage being noted (please include the estimate repair cost within ninety (90) days of the damage being noted).
- All correspondence with WW Solutions or other parties regarding the damage.
- Any other documentation that may assist our examination of your claim.
- Your address, telephone numbers and e-mail address.
- Subrogation form required if claimant is not cargo owner or not named on the contract.
- Any other documents to be requested, case by case.
- As soon as claim is received, WW Solutions will issue a claim #, will send the acknowledgement and start the investigation of the case.

VIN #	Area of damage*	Type of damage*	Claimed amount (Without taxes)	Currency

Description of damage in English language, free translation is acceptable.

*Example: Front - right door - scratch

Please note that In the event of a claim arising, it is mutually agreed that claims with a total value below or equal to EUR 100 / [150 USD] shall be deemed commercially acceptable and shall not be considered eligible for reimbursement or dispute. Damages claimable under this contract are limited to those classified as SST (Some stage of transit). Damages categorized as

other than transport damage (OTTD), brush touch up (BTU) and will polish out (WPO) are considered commercially acceptable and shall not be eligible for claims or reimbursement.

If claim is for a **Total Loss**:

If a cargo is deemed to be a total loss you must notify us as soon as possible as a Joint survey might be necessary before destroying the cargo.

General documentation needed for a Total Loss:

- Commercial Invoice.
- Technical report and any other information to back up the total loss.
- Proof of destruction (Pictures including one show the VIN number or ID of the cargo, video, and destruction certificate).
- Salvage Certificate.

B) TIME FRAME

(1) Any suit for cargo claims must be brought within nine (9) months from incident date, unless otherwise established by contract or local law.

(2) If claim is not presented within the time frame established, claim will not be considered and will be automatically rejected.

(3) To avoid the claim being time-barred by the applicable law, you must request a time extension for your claim(s) until settlement of the claim.

(4) Any request for such extension will be granted in 30-60-day increments upon your request and only three (3) extensions will be granted. Such extension requests must be sent one (1) month prior to the one-year anniversary of the delivery date or damage occurrence.

(5) Once settlement is agreed on, no further extension is required.

C) SETTLEMENT PERIOD

You can expect settlement / payment on your claim within thirty (30) days after carrier liability has been established and a fully documented claim is received.

If you do not agree with the settlement, you must express in writing your desire for further negotiations – subject to the terms and conditions of the carrier, contract, or applicable law.

D) RECOMMENDATION: CARGO INSURANCE

Terminal's liability, if applicable, will be determined in accordance with the terms and conditions of the relevant contract and applicable law. You are encouraged to settle the claim with your cargo insurance in the first instance, who will settle it in accordance with your policy.

E) Contact point for Cargo Claims:
2W AM Solutions Claims: 2WAMSolutionsClaims@walwil.com